

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION

In re: ORA LEE COOPER                    )  
  )  
  )  
Debtor(s)                                    )  
  )  
  )

Case No. 06-42441  
  
Chapter 13

CHAPTER 13 PLAN

**Debtor is to pay to the Chapter 13 Trustee the total sum of \$12,192.00 (the plan base) as follows: (complete one of the following payment options)**

\$ 254.00 per month for 48 months.

\$\_\_\_\_\_ per month for \_\_\_\_\_ months, then \$\_\_\_\_\_ per month  
for \_\_\_\_\_ months, then \$\_\_\_\_\_ per month for \_\_\_\_\_ months.

A total of \$\_\_\_\_\_ through \_\_\_\_\_, then \$\_\_\_\_\_ per month for  
\_\_\_\_\_ months beginning with the payment due in \_\_\_\_\_, 20\_\_\_\_\_.

In addition, debtor shall send any tax refund received during the plan to the Trustee; however, debtor may retain a portion of a tax refund to pay income taxes owed to any taxing authority for the same period as the refund. The plan base shall be increased by the amount of any tax refund payable to the Trustee.

A minimum of \_\_\_0%\_\_\_ will be paid to unsecured creditors. (Dollar amount or 100%)

**Creditors shall be paid in the following order and in the following fashion. Unless stated otherwise, the Chapter 13 Trustee will make the payments to creditors:**

1. Pay Trustee a percent of all disbursements as allowed by law [and pay filing fee in the amount of \$\_\_\_\_\_]

2. Prior to payment to any other creditor, Trustee to cure pre-petition arrearage on any executory contract accepted in paragraphs 3(A or B) estimated as follows:

CREDITOR NAME	TOTAL AMOUNT DUE
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3. Pay sub-paragraphs concurrently:

(A) Debtor assumes executory contract for real property with the following creditor(s) and proposes to maintain payments in accordance with terms of the original contract as follows:

CREDITOR NAME	MONTHLY PAYMENT	BY DEBTOR/TRUSTEE
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(B) Debtor assumes executory contract for personal property with the following creditor(s) and proposes to maintain payments in accordance with terms of the original contract as follows:

CREDITOR NAME	MONTHLY PAYMENT
N/A	

(C) Debtor proposes to maintain payments of the following continuing debt(s) in accordance with terms of the original contract with any arrearages owed at the time of filing to be paid in equal monthly payments over 48 months with interest at 7.4%. Payable by the Trustee

CREDITOR NAME	MONTHLY PAYMENT

(D) Payments due post-filing on debt(s) secured by lien(s) on Debtor(s) residence to be at the monthly amount listed below (or as adjusted by creditor under terms of loan agreement) to:

CREDITOR NAME	MONTHLY PAYMENT	BY DEBTOR/TRUSTEE
New Century Mortgage	\$771.00	By Debtor

(E) Pay arrearage on debt secured by liens on residence in equal monthly payments during the first 36 months of the plan with 7.40% interest estimated as follows:

CREDITOR NAME	TOTAL AMOUNT DUE
New Century Mortgage	\$8,500.00

(F) Pursuant to 11 U.S.C. section 1325(a), section 506 does not apply to the following secured creditors, therefore these creditors shall be paid the full amount of their debt in equal monthly payments over 48 months with 7.4% interest.

CREDITOR	BALANCE DUE	Est. TOTAL w/ INTEREST
N/A		

(G) Pay secured creditors the fair market value of their collateral, as of the date the petition was filed, in equal monthly payments over 48 months with 7.4% interest and with any balance of the debt to be paid as non-priority unsecured debt under paragraph 7(A), estimated as set forth below: Est. TOTAL

CREDITOR	BALANCE DUE	FMV OF COLLATERAL	TOTAL w/ INTEREST
N/A			

(H) Pay pre-petition domestic support arrears in full in equal monthly installments over the life of the plan to:

CREDITOR NAME	TOTAL AMOUNT DUE
N/A	

(I) Pay the following secured co-debtor guaranteed debt    (100% or 0%) with interest at   % in equal monthly payments over    months. (If paid at 0%, this debt is to be paid outside of the plan by the co-signer.)

CREDITOR NAME	TOTAL AMOUNT DUE

N/A

4. Pay Debtor's attorney \$\_\_\_\_\_2,250.00\_\_\_\_\_.

5. Pay the following unsecured co-debtor guaranteed debt \_\_\_\_\_% (100% or 0%) with interest at \_\_\_\_\_%. (If paid at 0%, this debt is to be paid outside of plan by co-signer.)

CREDITOR NAME

TOTAL AMOUNT DUE

N/A

6. Pay priority claims allowed under 11 U.S.C. section 507 in full, estimated as follows:

CREDITOR NAME

TOTAL AMOUNT DUE

N/A

7. Pay the following sub-paragraphs concurrently:

(A) Pay non-priority, unsecured creditors. Estimated total owed:\$\_\_\_\_0%\_\_\_\_\_.

Estimated amount available \$\_\_\_\_0%\_\_\_\_\_. Estimated repayment in Chapter 7:

\$\_\_\_\_0%\_\_\_\_\_. Amount required to be paid to unsecured creditors pursuant to

section 1325(b) as determined on attached 1325(b) calculation\$\_\_\_\_N/A\_\_\_\_\_.

(B) Debtor proposes to surrender collateral to the following creditors(s) with any deficiency paid as nonpriority unsecured debt:

(C)Debtor rejects executory contract(s) with the following creditor(s). Any balance to be paid as nonpriority unsecured debt.:

8. Other: Student Loans

Creditor Name

Total Amount

N/A

9. All secured creditors shall retain the liens securing their claims until the earlier of the payment of the underlying debt determined under non-bankruptcy law or discharge under section 1328. However, the Debtor will request avoidance of the following liens as non-purchase money liens secured by consumer goods and said creditors will not retain their liens if the Court enters an order granting the Debtor's request to avoid the liens.

10. All payments hereunder to be paid pro rata by class except per month payments described above.

11. Any pledged credit union shares or certificates of deposit held by any bank shall be applied to the amount owed such Claimant.

12. Title to Debtor's property to re-vest in Debtor upon confirmation. Debtor is not to incur further credit or debt without the consent of the Court unless necessary for the protection of life, health or property and consent cannot be obtained readily.

13. Any post-petition claims filed and allowed under 11 U.S.C. section 1305 may be paid through the plan.

CREDITOR'S NOTICE: YOU MUST FILE A CLAIM IN ORDER TO PARTICIPATE IN DISBURSEMENTS PROPOSED HEREIN. CLAIMS SHALL SHARE ONLY IN FUNDS DISBURSED AFTER THE CHAPTER 13 TRUSTEE RECEIVES THE CLAIM. IN COMPLIANCE WITH ORDER OF THE COURT, ABSENT A SPECIFIC ORDER OF THE COURT TO THE CONTRARY, THE CHAPTER 13 TRUSTEE, RATHER THAN THE DEBTOR, WILL MAKE ALL PRE-CONFIRMATION DISBURSEMENTS PURSUANT TO SECTION 1326(a). ALL CREDITORS ENTITLED TO PRE-CONFIRMATION DISBURSEMENTS, INCLUDING LEASE CREDITORS, MUST FILE A PROOF OF CLAIM TO BE ENTITLED TO RECEIVE SUCH PAYMENTS FROM THE CHAPTER 13 TRUSTEE.

DATE: 6/22/2006 DEBTOR: /s/ Ora Cooper

### **1325(b) CALCULATION**

#### **BELOW MEDIAN DEBTORS ONLY**

AMOUNTS NECESSARY TO BE PAID TO GENERAL UNSECURED CREDITORS PURSUANT TO 11 USC SECTION 1325(b) CALCULATED AS FOLLOWS:

Current Monthly income: Form B22C line 11 \$\_\_\_\_\_1,129.80\_\_\_\_\_

MINUS

Received child support, foster  
care or disability for child  
(Form B22C line 7) \$\_\_\_\_\_0\_\_\_\_\_

Payroll deductions for payment of  
loan from qualified retirement plan \$\_\_\_\_\_0\_\_\_\_\_

Child support paid \$\_\_\_\_\_0\_\_\_\_\_

Payroll & social security taxes \$\_\_\_\_\_0\_\_\_\_\_

Trustee fees at \_\_\_\_% \$\_\_\_\_\_

Total of monthly payments from  
paragraph 3 of plan \$\_\_\_\_\_

Insurance deducted from paycheck \$\_\_\_\_\_0\_\_\_\_\_

Other schedule J expenses \$\_\_\_\_\_1,859.33\_\_\_\_\_

Total of additional expenses \$\_\_\_\_\_1,859.33\_\_\_\_\_

Net Monthly disposable income \$\_\_\_\_\_186.00\_\_\_\_\_

X 36 = Total required to be paid to unsecured debt \$\_\_\_\_\_0\_\_\_\_\_

MINUS

Executory contract arrears from plan paragraph 2 \$\_\_\_\_\_0\_\_\_\_\_

Priority debt \$\_\_\_\_\_0\_\_\_\_\_

Total to be paid to general unsecured debt \$\_\_\_\_\_0\_\_\_\_\_

**ABOVE MEDIAN DEBTORS ONLY**

AMOUNTS NECESSARY TO BE PAID TO GENERAL UNSECURED CREDITORS  
PURSUANT TO 11 USC SECTION 1325(b) CALCULATED AS FOLLOWS:

Form B22C line 48  
Monthly disposable income \$\_\_\_\_\_0\_\_\_\_\_

Form B22C box 49  
Total of additional expenses \$\_\_\_\_\_

Net Monthly disposable income \$\_\_\_\_\_

X 60= Total required to be paid to unsecured debt \$\_\_\_\_\_0.\_\_\_\_\_

Certificate of Service

**The undersigned hereby certifies that a true and accurate copy of the foregoing was**

**served by U.S. Mail, postage prepaid, or by electronic filing, as appropriate, on this 22nd day of June, 2006, addressed to the following:**

**John V. LaBarge, Jr.  
P.O. Box 430908  
St. Louis, MO 63143**

ADT Security  
1525 South Broadway  
Saint Louis, MO 63104

Arizona Mail Order  
3740 E 34th St  
Tucson, AZ 85713

Capital 1 Bk  
11013 W Broad St  
Glen Allen, VA 23060

Cingular Wireless  
P.O. Box 650553  
Dallas, TX 75265-0553

Day Knight & Associates  
PO Box 5  
Grover, MO 63040

Edward J. Karfeld  
611 Olive St. Ste. 1640  
St. Louis, MO 63101

Evergreen Professional  
12100 NE 195th St. Ste. 18  
Bothell, Washington, 98011

Famous Barr  
111 Boulder Industrial D  
Bridgeton, MO 63044

Fashion Bug/soanb  
1103 Allen Dr  
Milford, OH 45150

Gemb/dillards  
Po Box 981400  
El Paso, TX 79998

Jc Penney  
Po Box 981127  
El Paso, TX 79998

Key Stone  
7151 Natural Bridge Road  
Saint Louis, MO 63121

Mason Shoes  
1350 Williams St.  
Chippewa Falls, WI 54729

Missouri Department of Revenue  
Division of Taxation  
P.O. Box 385  
Jefferson City, MO 65105-0385

Missouri Title Loans  
8900 St. Charles Rock Rd.  
St. John, MO 63114

Monroe And Main  
1112 7th Ave  
Monroe, WI 53566

New Century Mortgage C  
18400 Von Karman Ave Ste  
Irvine, CA 92612

New Century Mortgage C  
18400 Von Karman Ave Ste  
Irvine, CA 92612

SafeCo  
PO Box 8657  
St. Louis, MO 63126-0657

Sams Club  
Po Box 981400  
El Paso, TX 79998

The Law Office of Jay B. Umansky, P.C.  
  
12460 Olive Blvd. Suite 118  
St. Louis, M 63141

Time Life  
Virginia Beach, VA 23479

TruGreen ChemLawn  
455 North Highway Drive  
Fenton, MO 63026

Wash Mutual/providian  
Po Box 9180  
Pleasanton, CA 94566

Washmtl/prov  
4940 Johnson Dr  
Pleasanton, CA 94566

\_\_\_\_/s/ **Randall T. Oettle**  
Randall T. Oettle  
R.O.C. Law  
Randall Oettle Company, P.C.  
12964 Tesson Ferry, Suite B  
St. Louis, MO 63128  
(314) 843-0220  
(314) 843-0048